

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No.: 500-11-

S U P E R I O R C O U R T
(Commercial Division)

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, AS AMENDED:

ROYAL BANK OF CANADA, a Canadian-chartered Bank incorporated under the *Bank Act* (S.C. 1991, c. 46) having its principal place of business at 1 Place Ville Marie, in the City of Montréal, Province of Québec H3B 3A9

Applicant/Secured Creditor

– and –

PREMIER HEALTH OF AMERICA INC. / PREMIER SOIN D'AMÉRIQUE INC., a legal person having its domicile at 1-1114, boul. Curé-Labelle, Blainville, Québec, J7C 2M9, Canada

PREMIER SOIN NORDIK INC. / PREMIER HEALTH NORDIK INC., a legal person having its domicile at 1-1114, boul. Curé-Labelle, Blainville, Québec, J7C 2M9, Canada

PREMIER HEALTH NORDIK ONTARIO INC., a legal person having its domicile at 485, Pinebush Road, Suite 203 Cambridge, Ontario, N1T 0A6, Canada

9104-8306 QUÉBEC INC., a legal person having its domicile at 304-1850 boul. Le Corbusier, Laval, Québec, H7S 2K1, Canada

6150977 CANADA INC., a legal person having its domicile at 1-1114, boul. Curé-Labelle, Blainville, Québec, J7C 2M9, Canada

10544485 CANADA INC., a legal person having its domicile at 1-1114, boul. Curé-Labelle, Blainville, Québec, J7C 2M9, Canada

SOLUTIONS NURSING PHA INC., a legal person having its domicile at 304-1850 boul. Le Corbusier, Laval, Québec, H7S 2K1, Canada

CANADIAN HEALTH CARE AGENCY LTD., a legal person having its domicile at 485, Pinebush Road, Suite 203 Cambridge, Ontario, N1T 0A6, Canada

SOLUTIONS STAFFING INC., a legal person having its domicile at 1002 West Hastings Street, Suite 2200, Vancouver, British Columbia, V6E 0C3, Canada

8961760 CANADA INC., a legal person having its domicile at 1-1114, boul. Curé-Labelle, Blainville, Québec, J7C 2M9, Canada

Debtors

- and -

FTI CONSULTING CANADA INC., a legal person having a place of business at 1000 Sherbrooke Street West, Suite 915, Montreal, Québec H3A 3G4, Canada

Proposed Monitor

**APPLICATION FOR THE ISSUANCE OF AN INITIAL ORDER AND AN
AMENDED AND RESTATED INITIAL ORDER**

(Sections 9, 11, 11.001, 11.02, 11.03, 11.2, 11.4, 11.51, 11.52, 11.7 & 23 of the
Companies' Creditors Arrangement Act, R.S.C., 1985, c. C-36)

TABLE OF CONTENTS

PART I - INTRODUCTION	4
PART II - CCAA ORDERS SOUGHT	5
PART III - OVERVIEW OF THE DEBTORS' AND THEIR FINANCIAL DIFFICULTIES	7
I The Debtors' Corporate Structure.....	7
A The Québec Subsidiaries.....	9
B The subsidiary agencies located outside of Québec	10
C The Guarantor	10
II The Debtors' Capital Structure	11
III The Debtors' Assets and Liabilities.....	12
A Assets.....	12
B Liabilities.....	14
IV The Debtors' Debt Structure.....	14
A The RBC Credit Agreement and the RBC Facilities	15
B The BDC and Desjardins Facilities.....	15
C The Intercreditor Agreement	17
V The Debtors' Financial Difficulties.....	18
PART IV - THE APPLICANT'S INTERESTS IN THE PROPOSED RESTRUCTURING	20
PART V - CONTEMPLATED RESTRUCTURING PROCEEDINGS	24
I CREDITOR-LED CCAA PROCEEDINGS.....	24
II OPERATIONAL RESTRUCTURING AND SISP.....	25
A Pre-filing SISP and its remaining steps	25
PART VI - RELIEF SOUGHT UNDER THE INITIAL ORDER AND ARIO	26
A COMMENCEMENT OF CREDITOR-LED CCAA PROCEEDINGS	26
B APPOINTMENT AND POWERS OF THE MONITOR	26
C STAY OF PROCEEDINGS	27
D ADMINISTRATION CHARGE	28
E INTERIM FINANCING AND INTERIM FINANCING CHARGE	28
F D&O CHARGE.....	30
G DISPENSE FROM SECURITIES OBLIGATIONS	30
H SEALING OF CONFIDENTIAL DOCUMENTS.....	31
PART VII - CONCLUSIONS	31

TO THE HONOURABLE PATRICK OUELLET OF THE SUPERIOR COURT, SITTING IN COMMERCIAL DIVISION IN AND FOR THE JUDICIAL DISTRICT OF MONTRÉAL, THE ROYAL BANK OF CANADA, IN ITS CAPACITY AS SECURED CREDITOR, RESPECTFULLY SUBMITS THE FOLLOWING:

PART I - INTRODUCTION

1. This *Application for the Issuance of an Initial Order and an Amended and Restated Initial Order* (the “**Application**”) to commence proceedings under the *Companies’ Creditors Arrangement Act* (the “**CCA**”) and the proceedings commenced thereunder, the “**CCA Proceedings**”) is brought by the Royal Bank of Canada (“**RBC**” or the “**Applicant**”) in its capacity as a secured creditor.
2. The Applicant seeks to commence these CCA Proceedings with respect to Premier Health of America Inc. / Premier Soin d’Amérique Inc. (“**PHA**”), Premier Soin Nordik Inc. / Premier Health Nordik Inc. (“**Nordik Québec**”), Premier Health Nordik Ontario Inc. (“**Nordik Ontario**”), 9104-8306 Québec Inc. (“**Code Bleu**”), 6150977 Canada Inc. (“**Placement Premier Soin**”), 10544485 Canada Inc. (“**10544485**”), Solutions Nursing PHA Inc. (“**Nursing PHA**”), Canadian Health Care Agency Ltd. (“**CHCA**”) and Solutions Staffing Inc. (“**SSI**”) (collectively, the “**Borrowers**”), together with 8961760 Canada Inc. (the “**Guarantor**”, and together with the Borrowers, the “**Debtors**”), who are primarily in the business of providing healthcare staffing and related services across Canada, including to remote and Indigenous communities and public-sector clients.
3. As of the date of this Application, RBC is owed more than \$28,162,808.26, the repayment of which is primarily secured by the movable assets, undertakings and property of the Debtors (as defined in the Initial Order, **Exhibit R-1** *infra*, the “**Property**”), further detailed below.
4. The Debtors face important liquidity constraints and are unable to meet their obligations as they become due. The Debtors’ defaults under the Credit Agreement (as defined and further detailed below) include, *inter alia*:
 - (a) failing to respect each of the financial covenants under the Credit Agreement;
 - (b) the Borrowers have failed to comply with various terms, conditions and covenants under the Credit Agreement and the Security Documents (as defined and further detailed below) including, without limitation, reporting requirements and operational covenants; and
 - (c) a Material Adverse Change (as defined and further detailed below) has occurred under the Credit Agreement, including as a result of the Ineligibility Order (as defined and further detailed below), which has materially impaired the Borrowers’ financial condition and operations.
5. As a result, the Debtors are unable to meet their obligations as they generally become due and the Debtors will not be able to continue operating as a going concern, absent an intervention by this Court. Such a result would be at the detriment of the interests of all interested parties and stakeholders, including, but not limited to, patients and employees across several provinces.

6. Given the above, a court-supervised stay of proceedings is required to preserve value, and enable an orderly restructuring for the benefit of all stakeholders, including patients, employees, counterparties and creditors.
7. This stay will enable FTI (and if appointed, the Monitor) to continue and finalize discussions with interested parties in connection with the SISF (as defined below), which was initiated shortly prior to the filing of the present proceedings. If a successful bid can be selected, the Applicant anticipates that approval of the resulting transaction will be sought, in all likelihood, at the Comeback Hearing, in order to preserve going-concern operations of the Debtors and maximize stakeholder value.
8. The relief sought at the first day hearing includes declarations that the CCAA applies to the Debtors, the appointment of the Monitor (as defined herein), the establishment of court-ordered charges, and other ancillary relief commonly granted in an initial order.
9. Given the foregoing, it is respectfully submitted that authorizing these creditor-led CCAA Proceedings without delay is both necessary and appropriate in the particular circumstances and constitutes the best restructuring alternative available for both the Applicant and the Debtors' stakeholders.

PART II - CCAA ORDERS SOUGHT

10. As part of the present Application, the Applicant seeks the issuance of the following orders from the Court at the initial hearing:
 - (a) An initial order (the "**Initial Order**"), substantially in the form of the draft order communicated herewith as **Exhibit R-1**,¹ providing for, *inter alia*, the following:
 - i) Application of the CCAA. A declaration that the Debtors are "debtor companies" to which the CCAA applies;
 - ii) Stay of Proceedings. A stay of proceedings against the Debtors and the Property and the Business (as defined in the Initial Order) except as otherwise set forth in the Initial Order or as otherwise permitted by law (the "**Stay of Proceedings**"), until and including July 3, 2026 (the "**Stay Period**"). The requested Stay of Proceedings shall include, without limitation, the suspension of any right to cancel services or contracts as well as any right of any third party to demand payment from the Debtors of any capital contribution under any agreement entered into prior to the CCAA Proceedings (as well as any rights and remedies of such third parties arising from the failure of the Debtors to pay such capital contribution, including any right of set-off). The Applicant shall be deemed an unaffected creditor with regard to the Debtors and these CCAA Proceedings;

¹ A copy of a redline document comparing the proposed Initial Order to the model CCAA initial order is communicated herewith as **Exhibit R-1A**.

- iii) Appointment of a Monitor. The appointment of FTI Consulting Canada Inc. (“FTI”) as the monitor for the Debtors during these CCAA Proceedings (the “**Proposed Monitor**” and if so appointed, the “**Monitor**”) with the extended powers set forth in the Initial Order;
 - iv) Interim Financing and Interim Financing Charge. The approval of an interim financing term sheet (the “**Interim Financing Term Sheet**”) communicated herewith as **Exhibit R-2**, prepared by the Applicant (in such capacity, the “**Interim Lender**”) and the authorization for the Monitor, on behalf of the Debtors, to borrow from the Interim Lender thereunder an initial aggregate amount of up to \$1,500,000.00 (the “**Interim Facility**”), to be secured by a super-priority charge against the Property (as further detailed below) in an initial aggregate amount of \$1,800,000.00 (the “**Interim Financing Charge**”), in all cases subject to the distribution and ranking set out in the Initial Order;
 - v) Administration Charge. The establishment of a super-priority charge against the Property (as further detailed below) in an initial aggregate amount of \$250,000.00 (the “**Administration Charge**”) to secure, *inter alia*, the payment of the fees of the undersigned counsel, Davies Ward Phillips & Vineberg LLP, as legal advisors to the Applicant, FTI, as Monitor in these CCAA Proceedings, the Monitor’s legal advisors, Osler Hoskin & Harcourt LLP (collectively, the “**Professionals**”), for work performed and to be performed in support of these CCAA Proceedings, in all cases subject to the distribution and ranking set out in the Initial Order;
 - vi) Directors and Officers Charge. The establishment of a super-priority charge in an amount of \$400,000.00 (the “**D&O Charge**”) to secure the Debtors’ indemnification obligations towards their respective directors, as well as their respective officers, in connection with potential liabilities that could arise as and from the issuance of the Initial Order (as applicable), to the extent that such potential liabilities are not covered by existing insurance policies, in all cases subject to the ranking set out in the Initial Order;
 - vii) Dispense from Securities Obligations. An order authorizing the Debtors and the Monitor not to incur any further expense in relation to any filings, disclosures, core or non-core documents and press releases (together, the “**Securities Filings**”), and providing that none of the directors or officers, employees or other representatives of the Debtors or the Monitor shall have personal liability with respect to these obligations; and
 - viii) Sealing Order. The granting of a sealing order in respect of certain confidential exhibits communicated in support of this Application.
11. At the “*comeback hearing*” to be scheduled with the Court (the “**Comeback Hearing**”), the Applicant will be seeking the issuance of an Amended and Restated Initial Order (the “**ARIO**”), substantially in the form of the draft order communicated herewith as **Exhibit R-**

3² providing for, *inter alia*, the following:

- i) Extension of the Stay Period. An extension of the Stay Period until July 17, 2026, in order to preserve the *status quo* while the SISP is finalized and, if applicable, a successful bid is presented for approval and implemented;
 - ii) Confirmation of the Appointment of the Monitor. Confirmation of the appointment of the Monitor with the powers set forth in the ARIO;
 - iii) Interim Financing and Interim Financing Charge. An increase of the Interim Financing to a total amount of \$2,500,000.00 and corresponding increase of the Interim Financing Charge to a total aggregate amount of \$3,000,000.00 subject to the ranking set out in the ARIO;
 - iv) Administration Charge. An increase to the Administration Charge to a total aggregate amount of \$500,000.00, subject to the distribution and ranking set out in the ARIO;
 - v) Directors and Officers Charge. Confirmation of the D&O Charge in the amount of \$400,000.00, subject to the distribution and ranking set out in the ARIO;
 - vi) Confirmation of the dispensation from Securities Obligations. Confirmation of the authorization not to incur any further expense in relation to any Securities Filings, and that none of the directors or officers, employees or other representatives of the Debtors or the Monitor shall have personal liability with respect to these obligations; and
 - vii) Sealing Order. Confirming the sealing of confidential exhibits communicated as part of the Application.
12. The Proposed Monitor's pre-filing report analyzing the circumstances leading to this Application, the Debtors' financial and operational difficulties, the SISP and Proposed Restructuring (as further detailed below) and cash-flow requirements of the Business during the Stay Period (the "**Pre-Filing Report**") is communicated herewith as **Exhibit R-4** (Appendix A, *under seal*).
13. The Applicant expects that approval of a transaction as a result of the SISP will be sought at the Comeback Hearing, the whole in order to preserve going-concern operations of the Debtors and maximize stakeholder value.

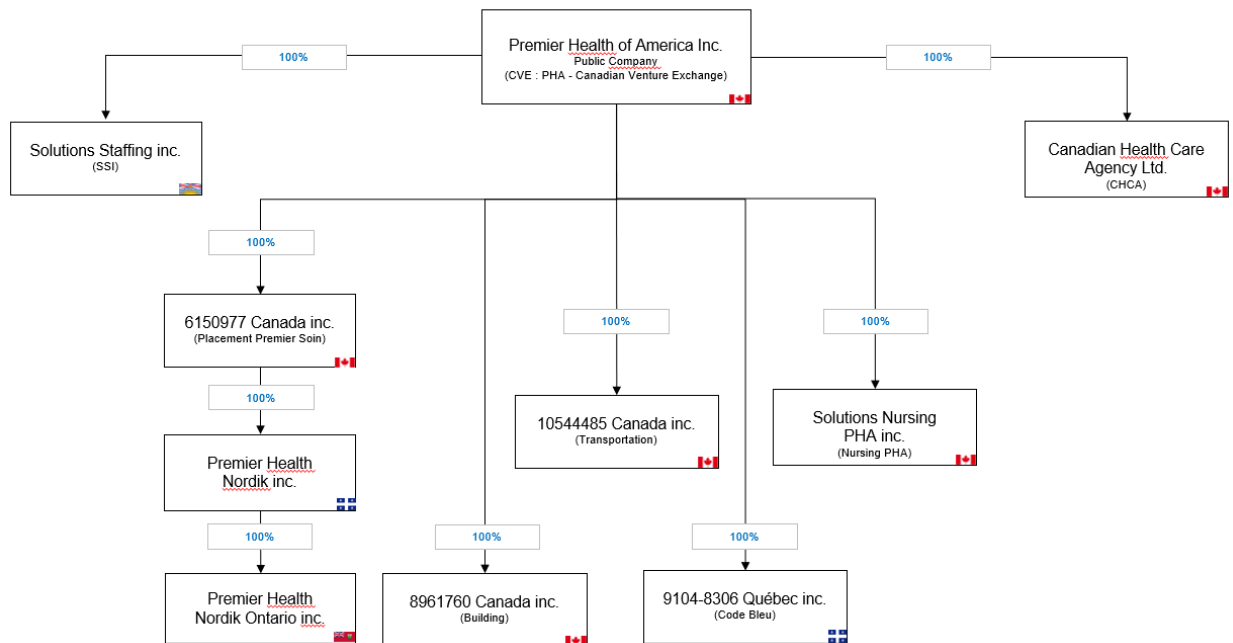
PART III - OVERVIEW OF THE DEBTORS AND THEIR FINANCIAL DIFFICULTIES

I THE DEBTORS' CORPORATE STRUCTURE

² A copy of a redline document comparing the proposed ARIO to the proposed Initial Order is communicated herewith as **Exhibit R-3A** along with a redline document comparing the proposed ARIO to the model CCAA initial order which is communicated herewith as **Exhibit R-3B**.

14. The Borrowers are part of a large group of companies in the business of providing specialized healthcare services and staffing to various governments, corporations and individuals (the “**PHA Group**”).
15. The PHA Group is managed and controlled by PHA and PHA’s officers and directors (the “**Management**”). Management is comprised of experienced healthcare industry professionals who oversee the strategic direction, day-to-day operations, financial management and regulatory compliance of the PHA Group.
16. Management is responsible for all material business decisions affecting the PHA Group, including operational planning, capital allocation, human resources management, contract negotiations with governmental and institutional clients, and compliance with applicable healthcare regulations across all provinces in which the PHA Group operates. PHA owns and controls each of the subsidiary entities constituting the other Debtors.
17. A copy of the relevant extracts from the Québec, Ontario and British Columbia Registrars for each of the entities forming the PHA Group is communicated herewith as **Exhibit R-5, en liasse**.
18. PHA Group offers its staffing and related services through three (3) primary channels:
 - (a) federal government entities, including Indigenous Services Canada (“**ISC**”);
 - (b) provincial government-related entities, including First Nation Health Authority, provincial health authorities, hospitals and similar institutions; and
 - (c) private-sector clients, including Indigenous communities, clinics, nursing homes and other private organizations.
19. PHA is a corporation existing under the laws of Canada, having its registered office in Blainville, Québec. PHA serves as the parent company of PHA Group and provides back-office functions to the various subsidiaries across Canada. It employs approximately 21 employees.
20. While PHA’s registered office is located in Blainville, Québec, Management and key administrative personnel, including PHA’s chief executive officer, are located in and primarily conduct their operations from the city of Montréal, in a coworking space. All material decisions regarding the PHA Group’s strategy, operations, finances and personnel are made in Montréal. As a result, the PHA Group’s centre of operation and decision-making is in the City of Montréal.
21. The PHA Group operates vertically: (i) PHA makes all executive and strategic-level decisions for the Group from Montréal, (ii) operations are centralized within PHA, such as payroll, marketing and information technology, all of which are managed from Montréal, and (iii) oversight of the PHA Group’s activities occurs from Montréal, where the directors of PHA meet and where all significant corporate decisions are taken.
22. The Blainville registered office is no longer the property of the PHA Group, as further described below.

23. On March 3, 2020, following the amalgamation of Physinorth Acquisition Corporation Inc. and Groupe Premier Soin, PHA became a reporting issuer and its common shares commenced trading on the TSX Venture Exchange under the ticker symbol “PHA”. Its principal jurisdiction is Québec, and it is also a reporting issuer in the provinces of Alberta, British Columbia, Manitoba, Nova Scotia, Ontario, and Saskatchewan.
24. PHA owns nine (9) wholly-owned subsidiaries comprised of seven (7) staffing agencies, one (1) transportation services unit and one (1) company that, until recently, owned the immovable where certain employees of PHA Group were located in Blainville, Québec.
25. A copy of an organization chart of the PHA Group’s ownership structure is communicated herewith and below, as **Exhibit R-6**.



A THE QUÉBEC SUBSIDIARIES

26. Nordik Québec is a corporation existing under the laws of the Province of Québec, having its registered office in Blainville, Québec. It is focused on nurse staffing to remote and Indigenous communities across Canada and currently employs approximately 14 employees.
27. Code Bleu is a corporation existing under the laws of the Province of Québec, having a registered office in Laval, Québec. Code Bleu operated within the Québec healthcare sector and offered a broad variety of services, including healthcare staffing, nursing placement and specialized health professional services. Code Bleu has ceased operations, retains its staffing-agency licences and permits, and no longer has any employees.
28. Placement Premier Soin is a corporation existing under the laws of Canada, having its registered office in Blainville, Québec. Placement Premier Soin was providing nursing

services and healthcare staffing placement, primarily in Québec, serving both public and private healthcare institutions. Placement Premier Soins has ceased operations and no longer has any employees.

29. 10544485 is a corporation existing under the laws of Canada, having its registered office in Blainville, Québec. This company historically operated a specialized patient transportation business, providing inter-facility transport services using dedicated vehicles, with Placement Premier Soins as its sole customer. 10544485 has ceased operations and no longer has any employees.
30. Nursing PHA is a corporation existing under the laws of the Province of Québec, having its registered office in Laval, Québec and operating from Montreal. It historically provided healthcare staffing, nursing placement and training services for northern and remote regions. Nursing PHA continues to provide limited healthcare staffing services to northern and remote regions, no longer offers training services, and currently employs approximately 3 employees.

B THE SUBSIDIARY AGENCIES LOCATED OUTSIDE OF QUÉBEC

31. Nordik Ontario is a corporation existing under the laws of the Province of Ontario, having its registered office in Cambridge, Ontario. Nordik Ontario provided healthcare staffing services, including nurse staffing to remote and Indigenous communities in Ontario. Placement Premier Soins owns all of the shares of Nordik Ontario. Nordik Ontario has ceased operations and no longer has any employees.
32. CHCA is a corporation existing under the laws of the Province of Ontario, having its registered office in Cambridge, Ontario. CHCA serves contracts with the federal government, specifically to provide nurse staffing to Indigenous communities across Canada, primarily in Ontario. CHCA currently employs approximately 43 employees.
33. SSI is a corporation existing under the laws of the Province of British Columbia, and all of its issued and outstanding shares were acquired by PHA on November 9, 2023. SSI delivers healthcare staffing services Canada-wide, including public-sector clients. SSI currently employs approximately 224 employees.

C THE GUARANTOR

34. The Guarantor is a corporation existing under the laws of Canada, having its registered office in Blainville, Québec. Until recently, it owned the immovable property where some of the employees of PHA Group were located, in Blainville, Québec (the “**Blainville Office**”). The Guarantor is a subsidiary of PHA, as appears from the extract from the Québec Enterprise Register (Exhibit R-5).
35. On February 6, 2026, the Guarantor sold the Blainville Office building. As the property constituted the PHA Group’s registered office, the PHA Group entered into a lease for a portion of the premises to retain its registered office at that location. The net proceeds from the sale were used to fully repay the remaining balance of the term loan secured by the building (\$1,025,093.40) and to partially repay the RBC Term Facility and the Senior Term Loan (as defined further below).
36. In the context of the sale of the Blainville Office building, an immovable hypothec

previously granted by the Guarantor in favour of RBC was discharged. The Guarantor's obligations pursuant to the Credit Agreement were not, however, affected.

II THE DEBTORS' CAPITAL STRUCTURE

37. PHA (PHA.V) is a TSX Venture Exchange-listed reporting issuer. Its principal jurisdiction is Québec, and it is also a reporting issuer in the provinces of Alberta, British Columbia, Manitoba, Nova Scotia, Ontario, and Saskatchewan. Its authorized share capital consists of an unlimited number of common shares, and no other classes of shares.
38. As at February 18, 2026, there were 55,514,151 common shares issued and outstanding, and the Applicant understands that the following persons or entities owned, controlled or directed more than 10% of any class or series of the voting securities of PHA :

Shareholder	Common Shares Beneficially Owned, Controlled or Directed	Percentage of Outstanding Shares on a Non-Diluted Basis
Martin Legault (Former CEO)	21,758,997	39.2%

39. PHA has never declared or paid any dividends on its common shares.
40. In addition, PHA also maintains the following stock options or compensation plans:
- a rolling stock option plan (the "**Stock Option Plan**") under which PHA's board of directors may grant non-transferable options to directors, officers, employees, and consultants to purchase common shares, with a maximum reserve equal to 10% of the issued and outstanding common shares at the time of any grant. As at December 31, 2025, there were 1,834,476 outstanding options under the Stock Option Plan, with an average exercise price of \$0.36; and
 - a Deferred Share Units Plan ("**DSU**") and a Restricted Share Units Plan ("**RSU**") under which PHA's board of directors may grant units that track the price of PHA's Common Shares and entitle the holder to receive a cash payment equivalent to the number of units exercised multiplied by the market price of PHA's Common Shares. The DSU is intended for the directors of PHA, while the RSU is intended for its officers and consultants.
41. The following table shows the monthly range of high and low prices per Common Share at the close of market on the TSX since May 2025 as well as the total monthly volumes traded on the TSX.

Date	High (\$)	Low (\$)	Total Monthly Volume
May 1, 2026	0.0250	0.0150	597,450

Apr 1, 2026	0.0200	0.0200	35,000
Mar 1, 2026	0.0250	0.0200	111,344
Feb 1, 2026	0.0200	0.0150	1,584,565
Jan 1, 2026	0.0300	0.0250	313,598
Dec 1, 2025	0.0300	0.0200	944,243
Nov 1, 2025	0.0300	0.0150	1,291,124
Oct 1, 2025	0.0300	0.0200	800,235
Sep 1, 2025	0.0400	0.0300	1,229,927
Aug 1, 2025	0.0450	0.0350	685,200
Jul 1, 2025	0.0650	0.0400	744,008
Jun 1, 2025	0.0700	0.0500	511,475
May 1, 2025	0.0950	0.0600	550,710

42. As at the close of business on May 12, 2026, the price per common share of PHA was \$0.015 on the TSX.
43. On or around June 5, 2026, a Management Cease Trade Order (“**MCTO**”) was issued by the Autorité des Marchés financiers (“**AMF**”) pursuant to a request made by Management to delay the filing of statutory disclosures, as appears from the MCTO communicated herewith as **Exhibit R-7**. The MCTO prohibits Management from trading securities of the Debtors for so long as the filings remain outstanding.

III THE DEBTORS’ ASSETS AND LIABILITIES

A ASSETS

44. As at December 31, 2025, the Debtors had approximately \$42,632,000.00 in assets, which amount is briefly outlined below.

Category	Item	Amount (\$000s) - unaudited	Amount (\$000s) – audited September 30, 2025
Current Assets	Cash	92	1,396
	Receivables	14,500	16,562
	Income tax receivable	393	593
	Prepaid expenses	806	839
	Deposits	228	237
	Assets held for sale	1,267	1,267
	Total Current Assets	17,286	20,894
Non-Current Assets	Right-of-use assets	1,014	1,112
	Property and equipment	219	332
	Intangible assets	13,708	14,476
	Goodwill	10,405	10,405
	Total Non-Current Assets	25,346	26,325
Total Assets		42,632	47,219

45. The Debtors' assets are mainly comprised of accounts receivable and intangible assets, notably PHA's LiPHe proprietary platform. The Debtors' other substantial assets include their contractual relationships with governmental and public-sector clients, primarily healthcare staffing and nursing services agreements, which constitute the core of the PHA Group's going-concern value and include, *inter alia*, the following:
- (a) CHCA holds several federal government contracts with Public Works and Government Services of Canada for healthcare staffing services to Indigenous communities;
 - (b) SSI holds a services agreement with Health PEI pursuant to which SSI provides healthcare staffing services in Prince Edward Island; and
 - (c) SSI further holds a staffing services master agreement with the Provincial Health Authority in British Columbia pursuant to which SSI provides healthcare staffing

services.

B **LIABILITIES**

46. As at December 31, 2025, the Debtors had approximately \$56,431,000.00 in liabilities, which amount is briefly outlined below.

Category	Item	Amount (\$000s) – unaudited December 31, 2025	Amount (\$000s) – audited September 30, 2025
Current Liabilities	Trade and other payables	6,117	7,938
	Income tax payable	565	529
	Current portion of lease liabilities	142	204
	Current portion of long-term debt	43,333	43,197
	Current portion of termination benefits	448	433
	Total Current Liabilities	50,605	52,301
Non-Current Liabilities	Lease liabilities	931	968
	Termination benefits	48	173
	Contingent consideration	2,097	2,097
	Share-based compensation payable	40	56
	Deferred tax liabilities	2,710	2,897
	Total Non-Current Liabilities	5,826	6,191
Total Liabilities		56,431	58,492

47. At that same date, the Debtors had approximately \$43,333,000.00 in outstanding secured long-term debt, which amount is detailed in the following section.

IV **THE DEBTORS’ DEBT STRUCTURE**

48. The current debt structure of PHA Group results from a \$50.0M refinancing exercise that took place in November 2023 as part of the PHA Group’s acquisition of SSI (the “**Refinancing**”).

49. Three lenders, including RBC, made financing available to PHA Group as part of the Refinancing, which can be summarized as follows.

Lender	Facility Type	Amount (000s)
RBC	Revolving Facility	\$10,000
	Term Facility	\$25,000
	Hedge Facility & Visa Facility	Various
BDC Capital Inc. (« BDC »)	Tranche 1	\$2,500
	Tranche 2	\$2,500
	Tranche 3	\$2,500
Desjardins Capital Private Debt L.P. (« Desjardins »)	Tranche 1	\$2,500
	Tranche 2	\$2,500
	Tranche 3	\$2,500

A THE RBC CREDIT AGREEMENT AND THE RBC FACILITIES

51. On November 7, 2023, the Applicant and the Debtors entered into a second amended and restated credit agreement with respect to various credit facilities, as amended by the first amending agreement dated January 8, 2025 (as may be further amended and restated from time to time, collectively, the “**Credit Agreement**”). The Credit Agreement makes available to the Borrowers the following credit facilities:

- (a) A revolving facility in the initial amount of \$10.0M (the “**Revolving Facility**”);
- (b) A term facility in the initial amount of \$25.0M (the “**Term Facility**”); and
- (c) A Visa facility, in various amounts to be determined.

(together, the “**RBC Facilities**”)

A copy of the Credit Agreement is communicated herewith under seal as **Exhibit R-8**.

B THE BDC AND DESJARDINS FACILITIES

52. On November 7, 2023, Desjardins and PHA entered into a Loan Agreement for an initial amount of \$7.5M (the “**Desjardins Loan**”), also as part of the Refinancing. The Desjardins Loan is divided in three (3) tranches, as follows:

- i) Tranche 1: \$2.5M (the “**Desjardins Senior Term Loan**”);

- ii) Tranche 2: \$2.5M (the “**Desjardins Mezzanine Loan**”); and
- iii) Tranche 3: \$2.5M (the “**Desjardins PIK Loan**”).

53. On November 3, 2023, BDC and PHA entered into a Loan Agreement for an initial amount of \$7.5M (the “**BDC Loan**”), also as part of the Refinancing. The BDC Loan is divided in three (3) tranches, as follows:

- i) Tranche 1: \$2.5M (the “**BDC Senior Term Loan**”, and together with the Desjardins Senior Term Loan, the “**Senior Term Loan**”);
- ii) Tranche 2: \$2.5M (the “**BDC Mezzanine Loan**” and together with the Desjardins Mezzanine Loan, the “**Mezzanine Loan**”); and
- iii) Tranche 3: \$2.5M (the “**BDC PIK Loan**” and together with the Desjardins PIK Loan, the “**PIK Loan**”).

i. The Senior Term Loan

54. The Senior Term Loan is in the principal amount of \$5.0M with a fixed interest rate of 11.65% and a maturity date of November 15, 2028, which is secured by the same security package as the other Refinancing facilities, detailed further below.

55. As at December 31, 2025, the outstanding balance of the Senior Term Loan was \$4.25M.

ii. The Mezzanine Loan

56. The Mezzanine Loan is in the principal amount of \$5.0M, bears a fixed interest rate of 14.00%, and matures on November 15, 2028. The Mezzanine Loan is secured by the same security package as the other Refinancing facilities, detailed further below.

57. In addition, the Mezzanine Loan contains a payment deferral protection whereby payments are deferred if making them would cause a default under the RBC Facilities or the Senior Term Loan.

58. As at December 31, 2025, the outstanding balance remained at its full original amount of \$5.0M.

iii. The PIK Loan

59. The PIK Loan is the final and most deeply subordinated tranche of the Refinancing. Its original principal amount was \$5.0M, bears a fixed interest rate of 16.95%, and matures on June 15, 2027. It is structured as a cash sweep facility whereby unless the PHA Group generates a sufficient amount of cash, no payment is required until maturity.

60. The PIK Loan is secured by the same security package as the other Refinancing facilities, detailed further below.
61. Like the Mezzanine Loan, the PIK Loan contains a deferral protection clause providing that payments are postponed if making them would trigger a default under the RBC Facilities, the Senior Term Loan or the Mezzanine Loan.
62. As at December 31, 2025, the outstanding balance of the PIK Loan is approximately \$7.2M.

C THE INTERCREDITOR AGREEMENT

63. On November 9, 2023, RBC, Desjardins and BDC entered into an intercreditor agreement pursuant to which they allocated their respective priorities with respect to the amounts advanced under the Refinancing (the “**Intercreditor Agreement**”). A copy of the Intercreditor Agreement is communicated herewith as **Exhibit R-9**.
64. The Intercreditor Agreement provides for the following priority structure between the senior secured lenders:
- (a) First Priority — *Pari Passu* Among Themselves:
 - i) All of the RBC Facilities;
 - ii) The Desjardins Senior Term Loan; and
 - iii) The BDC Senior Term Loan.
 - (b) Second Priority — *Pari Passu* Among Themselves:
 - i) The Desjardins Mezzanine Loan; and
 - ii) The BDC Mezzanine Loan.
 - (c) Third Priority — *Pari Passu* Among Themselves:
 - i) The Desjardins PIK Loan; and
 - ii) The BDC PIK Loan.
65. In summary, as at December 31, 2025, the Debtors’ outstanding long-term debt liabilities are as follows:

Secured Creditors	Facility	Indebtedness (000s)
RBC	Revolving Facility	\$5,505
	Term Loan	\$20,609
Desjardins and BDC	Senior Term Loan	\$4,250

(tranche 1)		
Desjardins and BDC (tranche 2)	Mezzanine Loan	\$5,000
Desjardins and BDC (tranche 3)	PIK Loan	\$7,173

V THE DEBTORS' FINANCIAL DIFFICULTIES

66. The Debtors are experiencing a deteriorating financial situation which threatens their ability to continue as a going concern, as appears from the unaudited Interim Financial Statements for the 3-month period ending on December 31, 2025 (issued on February 25, 2026), a copy of which is communicated herewith as **Exhibit R-10**.

There is significant doubt about the appropriateness of the use of the going concern assumption because of the Company's losses for the current and prior year, the impact of Bill 10 on its Québec operations rendering the Québec operations unprofitable and the default of financial ratios under its credit agreement. In addition, the Company announced on October 2nd, 2025, that its subsidiaries Code Bleu, Placement Premier Soins, Premier Health Nordik and Solutions Nursing, have been notified by the Autorité des marchés publics ("AMP") of their registration in the Register of Enterprises Ineligible for Public Contracts under the Act respecting contracting by public bodies (LCOP). As such, the realization of assets and the discharge of liabilities and commitments in the ordinary course of business are subject to significant uncertainty.

For the period ended December 31, 2025, the Company incurred a net loss of \$2.6M (\$2.3M for the same period last year) and had an accumulated deficit of \$29.5M (\$26.9M as of September 30, 2025). The Company generated net cash from operating activities of \$133K (\$1.1M used for the same period in 2024). For fiscal year 2025, PHA Group generated negative EBITDA of approximately \$1.5M, compared to positive EBITDA of approximately \$6.0M in fiscal 2024.

(our emphasis)

67. The decline was driven primarily by the following factors:
- (a) First, Québec's Bill 10 imposed strict limits on independent labour and capped hourly rates, severely impacting per diem staffing activities for Québec based agencies. This materially reduced volumes and margins across the province, coupled with the AMP's decision described above, accelerated the wind-down of Québec operations;
 - (b) Second, SSI's performance weakened following the launch of GoHealth, a provincial initiative in British Columbia aimed at centralizing healthcare staffing and reducing reliance on private agencies. This resulted in reduced market share and billable hours for SSI particularly in British Columbia; and

- (c) Third, on October 1, 2025, the AMP revoked the Québec-based subsidiaries' authorizations to contract or sub-contract with public bodies, registered them on the "*Registre des entreprises non admissibles aux contrats publics*" ("**RENA**") for a period of five (5) years, and issued the Ineligibility Order (the "**Ineligibility Order**"), citing integrity breaches and placing the Québec-based agencies on the RENA for five years, effectively eliminating PHA Group from Québec's public healthcare market. PHA Group filed an injunction to stay this decision but was unable to obtain a favourable decision from the Superior Court. By December 2, 2025, all Québec public-sector operations had been fully discontinued. A copy of the Ineligibility Order and of the Superior Court's judgment dismissing PHA Group's *demande d'ordonnance de sursis* are communicated herewith as **Exhibit R-11** and **R-12**, respectively.
68. On June 19, 2025, PHA Group hired Leede Financial Inc. ("**Leede**") as its financial advisor to evaluate strategic alternatives with the objective of maximizing stakeholder value. Leede conducted a structured sale and investment solicitation process, which included outreach to approximately 150 potential strategic and financial counterparties and resulted in the execution of approximately 17 non-disclosure agreements. No non-binding letters of intent were received in this process..
69. Following this unsuccessful outcome, Management developed a strategic turnaround plan, focused primarily on consolidating operations under CHCA, and integrating PHA Group's various subsidiaries (the "**Turnaround Plan**"). Notwithstanding the implementation of the Turnaround Plan, the Debtors do not expect to generate a net profit in fiscal 2026. Moreover, despite the Turnaround Plan, the Debtors have failed to meet the financial forecasts previously provided by Management to RBC.
70. The Applicant has expressed its dissatisfaction with the Debtors, which are in default under the Credit Agreement (the defaults listed hereafter collectively referred to as the "**Existing Defaults**"):
- (a) the Borrowers have failed and continue to fail to respect each of the financial covenants under the Credit Agreement, namely the Senior Funded Debt to EBITDA ratio, the Funded Debt to EBITDA ratio and the Fixed Charge Coverage Ratio;
 - (b) the Borrowers have failed to comply with various terms, conditions and covenants under the Credit Agreement and the Security Documents, including, without limitation, reporting obligations and operational covenants;
 - (c) the aggregate amount of the advances under the Revolving Facility exceeds the amount made available to the Borrowers under the Credit Agreement, and the reduction in their Borrowing Base (as defined in the Credit Agreement) has resulted, and continues to result, in an increasing coverage shortfall for the Applicant;
 - (d) a Material Adverse Change (as defined in the A&R Forbearance Agreement) has occurred, including as a result of the Ineligibility Order, which has materially impaired the Borrowers' financial condition, operations and ability to comply with their obligations; and

- (e) the Borrowers have failed to repay the Obligations when due.
71. The Debtors have also generally failed to comply with the Credit Agreement and lack the means to operate their Business without the support of the Applicant, which the Applicant is now only prepared to provide pursuant to the Interim Facility provided in the Initial Order.
72. On April 25, 2025, the Applicant and the Debtors entered into a Forbearance Agreement pursuant to which the Applicant agreed, notwithstanding the Existing Defaults, to forbear from exercising its rights and recourses until June 30, 2025.
73. On September 11, 2025, the Applicant and the Debtors entered into an Amended and Restated Forbearance Agreement (the “**A&R Forbearance Agreement**”), as amended. A copy of the A&R Forbearance Agreement is communicated herewith under seal as **Exhibit R-13**.
74. With respect to the A&R Forbearance Agreement, the following defaults have occurred and are ongoing:
- (a) The Borrowers have failed to make the required payments; and
- (b) The Borrowers have made large payments on or around April 2, 2026, that are not consistent with the budget submitted to the Applicant by the Borrowers, including approximately \$295,000 in income tax payments that were only budgeted at the end of April and approximately \$597,000 in respect of Employee Health Tax;
- collectively, the (“**Forbearance Defaults**”).
75. Given the ongoing Forbearance Defaults and Existing Defaults, the A&R Forbearance Agreement expired on April 10, 2026, and RBC is entitled to: (i) demand the full repayment of the Indebtedness (as defined herein) and (ii) enforce all of its rights, including pursuant to the Security Documents (defined hereafter).
76. Continued support from the Applicant is conditional upon: (i) the granting of the Initial Order (**Exhibit R-1**), (ii) the commencement of CCAA Proceedings to implement the Proposed Restructuring, and (iii) the appointment of the Monitor with the powers provided for in the Initial Order. The extended powers of the Monitor will provide the Applicant with the confidence required for the operation of the Business and the protection of its interests as well as the interests of the various stakeholders.
77. Given the extent of the Applicant’s exposure and its security position, which appears to be deteriorating, it is also essential for the Applicant that the CCAA process be supervised, managed, and executed by the Monitor, who has been advising the Applicant for many months with respect to this situation.
78. The Applicant has consulted with Desjardins and BDC regarding this Application, and both lenders have confirmed that they do not contest the present Application.

PART IV - THE APPLICANT’S INTERESTS IN THE PROPOSED RESTRUCTURING

79. As of June 22, 2026, the total amount outstanding under the Credit Agreement in principal and interest exceeds \$28,162,808.26 (the “**Indebtedness**”), as detailed below, all of which

is secured:

Facility	Indebtedness
Revolving Facilities	\$5,505,000.00
Overdraft, credits cards, fees and expenses	\$1,182,497.05
Term Facility	\$20,698,305.48
TOTAL	\$28,162,808.26

80. The Debtors' Indebtedness is supported by the following security documents (together, the "**RBC Security**", and each a "**Security Document**"), as appears from the excerpts of the Register of Personal and Movable Real Rights (the "**RPMRR**") for each Debtor, communicated herewith as **Exhibit R-14, en liasse**:

Québec Security

- (a) A deed of movable hypothec granted by Code Bleu on September 23, 2021 in favour of RBC, registered at the RPMRR under number 21-1036451-0001 on September 24, 2021.
- (b) A deed of movable hypothec granted by PHA on September 23, 2021 in favour of RBC, registered at the RPMRR under number 21-1036451-0002 on September 24, 2021.
- (c) A deed of movable hypothec granted by Placement Premier Soin on September 23, 2021 in favour of RBC, registered at the RPMRR under number 21-1036451-0003 on September 24, 2021.
- (d) A deed of movable hypothec granted by 10544485 on September 23, 2021 in favour of RBC, registered at the RPMRR under number 21-1036451-0004 on September 24, 2021.
- (e) A deed of movable hypothec granted by the Guarantor on September 23, 2021 in favour of RBC, registered at the RPMRR under number 21-1036451-0005 on September 24, 2021.
- (f) A deed of movable hypothec granted by Nursing PHA on September 23, 2021 in favour of RBC, registered at the RPMRR under number 21-1036451-0006 on September 24, 2021.
- (g) A deed of movable hypothec granted by Nordik Québec on September 23, 2021 in favour of RBC, registered at the RPMRR under number 21-1036451-0007 on September 24, 2021.
- (h) A deed of movable hypothec granted by CHCA on April 19, 2022 in favour of RBC, registered at the RPMRR under number 22-0408990-0001 on April 19, 2022.

(together the “**Québec Movable Hypothecs**”).

A copy of the Québec Movable Hypothecs is communicated herewith as **Exhibit R-15, en liasse**.

Ontario Security

- (i) A general security agreement dated November 9, 2023 granted by Nordik Ontario in favour of RBC, creating a security interest in all of its present and after-acquired personal property, registered under the *Personal Property Security Act (Ontario)* under registration number 20231102 0825 1590 6708, with an expiry date of November 2, 2027, with a collateral classification covering inventory, equipment, accounts, other, and motor vehicle included.
- (j) A general security agreement granted by CHCA on April 19, 2022 in favour of RBC, registered under the *Personal Property Security Act (Ontario)* under number 20220413 1557 1590 7513 with an expiry date of July 5, 2027.

(together the “**Ontario General Security Agreements**”). A copy of the Ontario General Security Agreements is communicated herewith as **Exhibit R-16, en liasse**.

British Columbia Security

- (k) A general security agreement dated November 9, 2023 granted by 1424982 B.C. Ltd. in favour of RBC, creating a security interest in all of its present and after-acquired personal property, registered under the *Personal Property Security Act (British Columbia)* under base registration number 888208P on November 2, 2023, with a current expiry date of November 2, 2028.
- (l) A general security agreement and guarantee dated November 9, 2023 granted by SSI in favour of RBC, creating a security interest in all of its present and after-acquired personal property and guaranteeing the Obligations (as defined in the Credit Agreement), registered under the *Personal Property Security Act (British Columbia)* under base registration number 888207P on November 2, 2023, with a current expiry date of November 2, 2028.

(together the “**BC General Security Agreements**”). A copy of the BC General Security Agreements is communicated herewith as **Exhibit R-17, en liasse**.

- 81. On April 19, 2022, the Applicant and the Debtors entered into Suretyship and Subordination Agreements in favour of the Applicant. A copy of the Suretyship and Subordination Agreements is communicated herewith as **Exhibit R-18, en liasse**.
- 82. In addition to the RBC Security, the Debtors have granted security in favour of the following secured creditors, namely:

BDC:

- (a) A financing statement registered in favour of BDC against Nordik Ontario under the *Personal Property Security Act (Ontario)* under registration number 20231103

1138 1590 6966 on November 3, 2023, with a collateral classification covering consumer goods, inventory, equipment, accounts, other, and motor vehicle included, with an expiry date of November 3, 2030.

- (b) A security agreement in favour of BDC over all of the debtors' present and after-acquired personal property, granted by 1424982 B.C. Ltd. and SSI (as successor debtor following amalgamation effective November 9, 2023), registered under the *Personal Property Security Act (British Columbia)* under base registration number 889346P on November 3, 2023, with an expiry date of November 3, 2030.
- (c) A security agreement in favour of BDC Capital Inc. over all of the debtors' present and after-acquired personal property, granted by SSI (and subsequently amended to add 1424982 B.C. Ltd. as debtor following amalgamation effective November 9, 2023), registered under the *Personal Property Security Act (British Columbia)* under base registration number 889343P on November 3, 2023, with an expiry date of November 3, 2030.
- (d) A deed of movable hypothec granted by PHA in favour of BDC, registered at the RPMRR under number 23-1316887-0001 on November 6, 2023.
- (e) A deed of movable hypothec granted by the Debtors (except PHA) in favour of BDC, registered at the RPMRR under number 23-1316887-0004 on November 6, 2023.

Desjardins:

- (a) A security agreement in favour of Desjardins over all of the debtors' present and after-acquired personal property, granted by 1424982 B.C. Ltd. and SSI (as successor debtor following amalgamation effective November 9, 2023), registered under the *Personal Property Security Act (British Columbia)* under base registration number 889350P on November 3, 2023, with an expiry date of November 3, 2030.
- (b) A security agreement in favour of Desjardins over all of the debtors' present and after-acquired personal property, granted by SSI (and subsequently amended to add 1424982 B.C. Ltd. as debtor following amalgamation effective November 9, 2023), registered under the *Personal Property Security Act (British Columbia)* under base registration number 889347P on November 3, 2023, with an expiry date of November 3, 2030.
- (c) A financing statement registered in favour of Desjardins against Nordik Ontario under the *Personal Property Security Act (Ontario)* under registration number 20231103 1139 1590 6968 on November 3, 2023, with a collateral classification covering consumer goods, inventory, equipment, accounts, other, and motor vehicle included, with an expiry date of November 3, 2030.
- (d) A deed of movable hypothec granted by PHA in favour of Desjardins, registered at the RPMRR under number 23-1316887-0002 on November 6, 2023.
- (e) A deed of movable hypothec granted by the Debtors (except PHA) in favour of Desjardins, registered at the RPMRR under number 23-1316887-0003 on November 6, 2023.

83. As explained above, the Senior Term Loan ranks *pari passu* with the RBC Security, whereas the Mezzanine and PIK loans are each subordinated to the RBC Security.

PART V - CONTEMPLATED RESTRUCTURING PROCEEDINGS

84. The Applicant is prepared to provide additional funding in the context of the Proposed Restructuring. The Interim Lender will provide financial support to the restructuring process by making additional credit available to the Debtors, via the Monitor, under the Interim Facility, thereby ensuring that the SISP (as defined below) is fully finalized, and permitting the continuation of the Debtors' operations in the meantime.
85. The Monitor will occupy a central role in the CCAA Proceedings, as it will be empowered to act on behalf of the Debtors in the context of the Proposed Restructuring, in consultation with the Applicant, for the benefit of all stakeholders.
86. It is respectfully submitted that, in the particular circumstances of this case, the process proposed by the Applicant is the appropriate remedy.

I CREDITOR-LED CCAA PROCEEDINGS

87. Canadian courts have recognized that creditors have standing to commence proceedings in respect of a debtor company under the CCAA and have authorized the initiation of such proceedings on numerous occasions.
88. The commencement of CCAA proceedings has also been regarded as a proper exercise of creditors' rights where such proceedings will preserve the going-concern value of the insolvent business and allow it to continue for the benefit of all stakeholders.
89. Given the circumstances leading up to the CCAA Proceedings and the features of the Proposed Restructuring as outlined below, it is respectfully submitted that the relief contemplated in this Application is necessary and appropriate in the circumstances. In particular, the integral role to be played by the Monitor, an officer of the Court, will contribute to the success of the Proposed Restructuring and provide additional assurances that the process will be implemented in a fair, efficient, and impartial manner and with consideration of the interests of all stakeholders.
90. FTI will bring significant expertise and experience to its proposed role as Monitor in these CCAA Proceedings. As a leading professional services firm specializing in insolvency, restructuring, and financial advisory mandates, FTI has acted as monitor, trustee, and advisor in numerous complex restructuring files. FTI's involvement in similar files has equipped it with a deep understanding of the operational, financial, and legal complexities inherent in such large-scale restructuring.
91. Over the past several months, FTI has been actively engaged in reviewing the operational and financial information provided by the Debtors.
92. As further detailed in the Pre-Filing Report (Exhibit R-4), this ongoing review has included

an analysis of the Debtors' cash flow, financial forecasts, budgets, and financial reporting. Through this process, FTI has developed an intimate understanding of the Debtors' current financial position, and the challenges the Debtors face in meeting their obligations. This familiarity with the file will allow FTI to act quickly and effectively as Monitor, ensuring that the restructuring process is informed by accurate, up-to-date information and that the interests of all stakeholders are protected.

93. The appointment of FTI as Monitor will therefore provide the Court and all parties with the benefit of an independent, highly qualified professional who has already developed significant insight into the Business.
94. FTI's expertise and prior involvement with the PHA Group will facilitate a smooth transition into the CCAA Proceedings, enhance transparency, and support the implementation of a fair and efficient restructuring for the benefit of creditors, employees, and other stakeholders.

II OPERATIONAL RESTRUCTURING AND SISP

95. As noted above, the Debtors' operations are cash-flow negative, such that the only means of sustaining their operations is through the provision of additional debt, the injection of additional equity, or the monetization of the Business and Property.
96. As reflected in the Pre-Filing Report, and as detailed hereafter, the Proposed Restructuring contemplates, *inter alia*, the following:
 - i) the implementation of expense reduction measures to preserve liquidity and maintain core operations prior to completion of the SISP; and
 - ii) the continued pursuit of the SISP to finalize a bid to be selected as a successful bid, seek this Court's approval of the successful bid and implement the resulting transaction in order to preserve going-concern operations of the Debtors and maximize stakeholder value.

(together, the "**Proposed Restructuring**").

A PRE-FILING SISP AND ITS REMAINING STEPS

97. On May 7, 2026, FTI Capital Advisors ("**FTICA**") was retained to conduct a targeted, time-sensitive and expedited sale and investment solicitation process focused on potential going-concern or partial asset transactions with a view to maximizing stakeholder value (the "**SISP**").
98. The SISP was conducted in two (2) phases. Phase 1 commenced on May 11, 2026 and involved targeted outreach to selected potential purchasers, including participants from the prior Leede process who executed an NDA, parties identified by FTICA as capable of transacting on an accelerated timeline, and parties that had engaged in recent discussions with Management.
99. In total, 16 parties were contacted during Phase 1. Seven parties expressed interest in the opportunity and were granted access to a data room to support their evaluation process

ahead of making an offer. Those parties were instructed to provide non-binding indications of interest by the Phase 1 bid deadline of May 22, 2026.

100. Several non-binding indications of interest were received by the Phase 1 bid deadline. These bidders were qualified as “Phase 1 Bidders” and each a “Phase 1 Bidder”.
101. On May 27, 2026, the Phase 1 Bidders were invited to participate in Phase 2, with binding offers due by no later than June 17, 2026 (the “**Phase 2 Bid Deadline**”), as appears from a copy of the process letter sent to all Phase 2 Bidders, communicated herewith as **Exhibit R-19**.
102. Several binding offers were received by the Monitor prior to the Phase 2 Bid Deadline.
103. Since then, FTI and FTICA have been reviewing the Phase 2 Bids in consultation with the Applicant and discussions with interested parties are ongoing.
104. Upon the issuance of the Initial Order, the Monitor, in consultation with the Applicant, intends to select a successful bid taking into account, *inter alia*:
 - (a) the amount of consideration being offered and, if applicable, the proposed form, composition and allocation of same;
 - (b) the value of any assumption of liabilities;
 - (c) the likelihood of the Phase 2 Bidder’s ability to close a transaction and the timing thereof (including factors such as the transaction structure and execution risk, including conditions to, timing of, and certainty of closing);
 - (d) the likelihood of the Court’s approval of the successful bid;
 - (e) the net benefit to the Debtors and their stakeholders; and
 - (f) any other factors the Monitor may deem relevant.
105. As a result, the Monitor and the Applicant expect to select a successful bid shortly following the issuance of the Initial Order and, in all likelihood, intend to seek approval of a transaction at the Comeback Hearing.

PART VI - RELIEF SOUGHT UNDER THE INITIAL ORDER AND ARIQ

A COMMENCEMENT OF CREDITOR-LED CCAA PROCEEDINGS

106. The Debtors are companies to which the CCAA applies and, as noted above, the commencement of these creditor-led CCAA proceedings is appropriate in the circumstances.
107. Given the above, the Applicant, in its capacity as secured creditor of the Debtors, respectfully requests that the relief contemplated in the Initial Order and ARIQ be granted.

B APPOINTMENT AND POWERS OF THE MONITOR

108. The Monitor will have primary carriage of the Proposed Restructuring and will be authorized to act for and on behalf of the Debtors without liability in relation thereto, in consultation with the Applicant and, as needed, the Debtors, in accordance with the terms of the Initial Order and ARIO.
109. The Proposed Monitor is a licensed insolvency trustee, is qualified to act as monitor and has agreed to act in that capacity. Moreover, there is no restriction precluding the Proposed Monitor from acting as monitor in the present CCAA proceedings.
110. It is respectfully submitted that it is appropriate in the circumstances to grant the Monitor the full suite of powers required to control the Debtors' affairs and begin the implementation of the restructuring process during the initial Stay Period, along with broad liability protections in relation thereto, the whole in accordance with the proposed Initial Order.
111. At the Comeback Hearing, the Applicant will be seeking to have the Monitor's powers expanded to include all powers necessary to implement the Proposed Restructuring, in accordance with the proposed ARIO.

C STAY OF PROCEEDINGS

112. The Initial Order and ARIO provide for a Stay of Proceedings, including, among other things, the suspension of any seizure, claim or other enforcement action and any right of termination or extra-judicial termination in respect of the Debtors, the Business, or the Property.
113. The Stay of Proceedings is intended to preserve the *status quo* during the term of the CCAA Proceedings in order to continue and finalize the SISF and, if applicable, implement a transaction resulting therefrom, in furtherance of the CCAA's remedial objectives.
114. In this case, the Stay of Proceedings will prevent a run on the assets of the Debtors and allow all of the Debtors' creditors to assert their claims on equal footing, subject to their security interests, in an orderly process supervised by the Monitor. Indeed, the Applicant and the Proposed Monitor are deeply concerned that, unless the Stay of Proceedings is granted, certain creditors and other stakeholders may take steps to try to improve their position relative to other creditors. Such a result could jeopardize the SISF.
115. Ultimately, it is in the interest of the Debtors, the Applicant and all stakeholders that the Stay of Proceedings be granted, as such a measure will benefit them by protecting and preserving the Property and Business. Without such a measure and without a controlled environment, it is inconceivable that the present CCAA Proceedings could be successfully completed.
116. Accordingly, the Applicant requests that all proceedings against the Debtors and any of the Property be stayed for an initial period of ten (10) days in order to preserve the *status quo* during the initial Stay Period.
117. The Applicant is confident that approval of a transaction as a result of the SISF will be sought at the Comeback Hearing, in addition to a further extension of the Stay Period to a date to be determined by the Court to allow implementation of the transaction.

D ADMINISTRATION CHARGE

118. The Applicant's counsel (Davies Ward Phillips & Vineberg LLP), the Proposed Monitor (FTI) as well as their legal advisors, Osler, Hoskin & Harcourt LLP, as well as the Debtors' counsel, Lavery de Billy LLP (i.e., altogether, the Professionals) are essential to the successful completion of these proceedings. Without the involvement of the Professionals and their expertise and knowledge, it is unlikely that the restructuring contemplated by these proceedings will be successful and in the interests of the Debtors' creditors and stakeholders.
119. Given the foregoing, the Applicant is requesting a super-priority charge on the Property in favour of the Professionals up to the aggregate amount of \$250,000.00 (i.e., the Administration Charge), over all the assets of the Debtors.
120. The foregoing is necessary to secure the professional fees and expenses of the Professionals for work performed both before and after the commencement date of these CCAA Proceedings and until the Comeback Hearing, which Administration Charge shall have the priority described in the Initial Order.
121. At the Comeback Hearing, the Applicant will request an increase in the Administration Charge to the aggregate amount of \$500,000.00 to secure the professional fees and disbursements to be incurred in connection with the Proposed Restructuring.
122. The Professionals have advised the Applicant that they are willing to provide or continue to provide professional services only if they are protected by a priority charge in the amount of the Administration Charge.
123. The initial amount of the Administration Charge, as well as the increase at the Comeback Hearing, was calculated in collaboration with the Proposed Monitor, and it is respectfully submitted that the Administration Charge is reasonable in the circumstances and is consistent with other similar administration charges previously ordered by this Court in other similar cases.
124. The Administration Charge (along with the Interim Financing Charge and the D&O Charge) will rank in priority to all claims and encumbrances on the Property, except claims, if any, of His Majesty in right of Canada and His Majesty in right of a Province subject to a deemed trust that remains applicable in CCAA proceedings.

E INTERIM FINANCING AND INTERIM FINANCING CHARGE

125. In order to finance the Proposed Restructuring, the Interim Lender has agreed to make available the following additional funding pursuant to and in accordance with the proposed Interim Financing Term Sheet (Exhibit R-2), the main terms and conditions of which are summarized as follows:
 - (a) Interim Facility: Total amount of \$2,500,000.00, of which an initial advance of \$1,500,000.00 (the "**Initial Advance**") would be advanced upon the issuance of the Initial Order to fund the PHA Group's liquidity needs until the Comeback Hearing;
 - (b) Interest Rate: 12,5% per annum;

- (c) Security: Super-priority charge (i.e. Interim Financing Charge) against the Property of the Debtors, subordinate to the Administration Charge but senior to the D&O Charge, as set out in the draft Initial Order and ARIO, in order to secure all advances to be made under the Interim Financing Term Sheet. Such super-priority charge will not secure obligations incurred prior to the commencement of these CCAA Proceedings;
 - (d) Permitted Purposes: To fund working capital requirements of the PHA Group and to implement the Proposed Restructuring contemplated in the CCAA Proceedings;
 - (e) Maturity Date: On the earliest occurrence of, *inter alia*, the following events:
 - i) September 23, 2026;
 - ii) the implementation of a plan of compromise or arrangement within the CCAA Proceedings, which has been approved by the Interim Lender and the requisite majorities and sanctioned by the Court;
 - iii) the completion of the sale of all or substantially all of the assets of the Debtors, in the aggregate, unless the Interim Lender consents to such sale;
 - iv) the occurrence of an Event of Default (as defined in the Interim Financing Term Sheet) in respect of which the Interim Lender has elected to accelerate all amounts owing and demand repayment; and
 - v) the date on which the Stay of Proceedings pursuant to the Initial Order expires without being extended or on which the CCAA Proceedings are terminated.
 - (f) Material Conditions: For the Initial Advance, issuance by the Court of the Initial Order, and for the other tranches, issuance by the Court of the ARIO.
126. It is respectfully submitted that the terms of the Interim Financing Term Sheet are reasonable in the circumstances and that priority charges in the form of the Interim Financing Charge on the Property securing the Interim Facility should be approved at the initial hearing of this Application.
127. The Interim Financing Term Sheet includes cash flow projections to be followed under the supervision of the Monitor, which cash flows have been prepared by the Debtors, with the assistance of the Proposed Monitor, and include, without limitation, similarly to the A&R Forbearance Agreement, certain payments to be made to creditors which are necessary for the continued operation of the Business during the CCAA Proceedings, in addition to other payments necessary for these CCAA Proceedings. Notably, the Interim Financing Term Sheet provides for the payment of the amounts owing to FTICA in relation to the SISF both prior to and after the commencement of the CCAA Proceedings.
128. The Interim Financing Charge (along with the Administration Charge and the D&O Charge) will rank in priority to all claims and encumbrances on the Property, except claims, if any, of His Majesty in right of Canada and His Majesty in right of a Province subject to a deemed trust that remains applicable in CCAA proceedings.

129. The charges sought pursuant to the Initial Order and ARIO shall rank in the following priority:
- (a) first, the Administration Charge;
 - (b) second, the Interim Financing Charge; and
 - (c) third, the D&O Charge.

F D&O CHARGE

130. In order to allow the Debtors, and the Proposed Monitor on behalf of the Debtors, to continue to carry on business during the CCAA Proceedings, active and committed involvement of some of the Debtors' directors and officers will be required (i.e. the D&Os).
131. Although the Applicant has no reason to believe that the Debtors do not intend to comply with all applicable laws and regulations, including the timely remittance of deductions at source and federal and provincial sales taxes, the Applicant has been informed that the D&Os are nevertheless concerned about the potential for their personal liability in the context of the present CCAA Proceedings.
132. Given the current financial situation of the PHA Group, these D&Os require the assurance that the Debtors will be in a position to indemnify them for liabilities which they may incur in their capacity as D&Os (if any), after the commencement of these CCAA Proceedings.
133. While the PHA Group maintains an insurance policy for the benefit of its D&Os (the "**D&O Insurance**"), the current amount of coverage provided by the D&O Insurance may ultimately not be sufficient to adequately protect the D&Os from potential liability.
134. Accordingly, at the initial hearing the Applicant, in consultation with the Proposed Monitor, has determined that the establishment of a D&O Charge in favour of the D&Os in an amount of \$400,000.00 (as reflected in the Initial Order and the ARIO) is necessary to secure the PHA Group's indemnification obligations towards them, for claims which could potentially arise during the Stay Period (as extended by the ARIO), but only to the extent that the insurance coverage is insufficient after the receipt of all insurance proceeds.
135. The Applicant submits that the requested D&O Charge is reasonable and adequate given, notably, the complexity of its business, and the corresponding potential exposure of the D&Os to personal liability. In fact, the proposed amount of the D&O Charge has been discussed and established with the Proposed Monitor.
136. Absent the establishment of a D&O Charge, the Applicant is concerned that one or more of its D&Os will resign from their posts, which could jeopardize the continuation of the PHA Group's business and the possibility to finalize and close a going-concern transaction in the context of these CCAA Proceedings, to the detriment of its creditors and other stakeholders.

G DISPENSE FROM SECURITIES OBLIGATIONS

137. The Applicant seeks a dispensation authorizing the Debtors and the Monitor not to incur any further expenses in relation to any Securities Filings, and providing that none of the

directors or officers, employees or other representatives of the Debtors or the Monitor shall have personal liability with respect thereto.

138. The dispensation is necessary for the Debtors and Monitor to focus on the Proposed Restructuring. Moreover, these CCAA Proceedings will offer creditors, market participants and regulatory bodies unparalleled access and transparency with regard to the Debtors, through frequent reporting by the Monitor.
139. The relief sought is justified and tailored not to encroach on regulators' ability to take required measures to protect market participants.

H SEALING OF CONFIDENTIAL DOCUMENTS

140. Certain exhibits filed in support of this Application contain commercially sensitive information related to the affairs of the Debtors.
141. It is respectfully submitted that the confidentiality of such information should be preserved and that it should be ordered that Exhibits R-2, R-4 (appendix A) R-8 and R-13 be kept confidential until further order of this Court.
142. In particular, those documents contain sensitive commercial information that could jeopardize the ability of the Applicant and the Monitor to complete a transaction as a result of the SISP.
143. Sealing the information and documents in question will cause no prejudice to any other creditors, as the information will nevertheless be filed with this Court and may be made available to said creditors upon execution of a confidentiality agreement or undertaking.

PART VII - CONCLUSIONS

144. For the reasons set out above, the Applicant respectfully submits that the relief sought in this Application is necessary and appropriate in the circumstances as well as fully consistent with the remedial objectives of the CCAA.
145. The Applicant has developed the Proposed Restructuring in good faith, with regard to the stakeholders of the Debtors and in consultation with the Proposed Monitor, which supports the relief sought in this Application, as appears from the Pre-Filing Report (Exhibit R-4).
146. It is therefore respectfully requested that the relief sought in the Application be granted on terms substantially in accordance with the Initial Order and ARIO.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

GRANT the present *Application for the Issuance of an Initial Order and an Amended and Restated Initial Order*, (the "**Application**");

AT THE INITIAL HEARING ON THE APPLICATION

RENDER an initial order substantially in the form of the draft order communicated herewith as **Exhibit R-1**;

AT THE COMEBACK HEARING ON THE APPLICATION

RENDER an amended and restated initial order (the “**ARIO**”) substantially in the form of the draft order communicated herewith as **Exhibit R-3**;

THE WHOLE without costs, save for contestation, in which case costs to be granted against the contesting party.

MONTREAL, June 22, 2026

Davies Ward Phillips & Vineberg LLP

DAVIES WARD PHILLIPS & VINEBERG LLP
Attorneys for the Applicant, the Royal Bank of
Canada
Me Denis Ferland
Me William Rodier-Dumais
Me Simon Hamel-Genest

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No.: 500-

S U P E R I O R C O U R T
(Commercial Division)

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED:

ROYAL BANK OF CANADA

Applicant

– and –

PREMIER HEALTH OF AMERICA INC. /
PREMIER SOIN D'AMÉRIQUE INC.

PREMIER SOIN NORDIK INC. / PREMIER
HEALTH NORDIK INC.

PREMIER HEALTH NORDIK ONTARIO
INC.

9104-8306 QUÉBEC INC.

6150977 CANADA INC.

10544485 CANADA INC.

SOLUTIONS NURSING PHA INC.

CANADIAN HEALTH CARE AGENCY LTD.

SOLUTIONS STAFFING INC.

8961760 CANADA INC.

Debtors

FTI CONSULTING CANADA INC.

Proposed Monitor

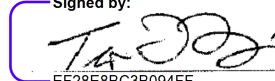
AFFIDAVIT OF TRO DERBEDROSSIAN

I, Tro DerBedrossian, having my professional address at 20 King Street West, Toronto, province of Ontario, do solemnly declare as follows:

1. I am a Senior Director in the Special Loans and Advisory Services Unit at the Royal Bank of Canada;
2. All the facts alleged in the *Application for the Issuance of an Initial Order and an Amended and Restated Initial Order* are true to the best of my knowledge.

AND I HAVE SIGNED :

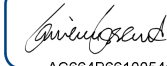
Signed by:



Tro DerBedrossian

SOLEMNLY AFFIRMED before me in the city of Montréal, province of Québec, this 22nd day of June 2026 by Tro DerBedrossian, whose oath was taken in the city of Toronto, province of Ontario, and received in the city of Montréal, province of Québec, the whole by technological means

Signé par :



AC664B66100545F...

Commissioner for Oaths for the Province of Québec and for outside the Province of Québec



CANADA
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Proposed Monitor

LIST OF EXHIBITS

EXHIBIT R-1	Proposed Initial Order;
EXHIBIT R-1A	Redline document comparing the proposed Initial Order to the model CCAA initial order;
EXHIBIT R-2	Interim Financing Term Sheet (<i>Under Seal</i>);
EXHIBIT R-3	Proposed Amended and Restated Initial Order;
EXHIBIT R-3A	Redline document comparing the proposed Amended and Restated Initial Order to the proposed Initial Order;
EXHIBIT R-3B	Redline document comparing the proposed Amended and Restated Initial Order to the model CCAA initial order;
EXHIBIT R-4	Proposed Monitor's Pre-Filing Report (<i>Appendix A under seal</i>);
EXHIBIT R-5	Extracts from the Québec, Ontario and BC Registrars for the PHA Group, <i>en liasse</i> ;
EXHIBIT R-6	PHA Group's Organizational Chart;
EXHIBIT R-7	Management Cease Trade Order;
EXHIBIT R-8	RBC Credit Agreement (<i>Under Seal</i>);
EXHIBIT R-9	Intercreditor Agreement between RBC, BDC and Desjardins;
EXHIBIT R-10	Interim Financial Statements dated February 25, 2026;
EXHIBIT R-11	AMP Ineligibility Order;
EXHIBIT R-12	Superior Court Judgment Dismissing Injunctive Relief;
EXHIBIT R-13	Amended and Restated Forbearance Agreement (<i>Under Seal</i>);
EXHIBIT R-14	RDPRM Results for PHA Group, <i>en liasse</i> ;
EXHIBIT R-15	Québec Movable Hypothecs, <i>en liasse</i> ;
EXHIBIT R-16	Ontario General Security Agreements, <i>en liasse</i> ;
EXHIBIT R-17	British Columbia General Security Agreements, <i>en liasse</i> ;
EXHIBIT R-18	Suretyship and Subordination Agreements, <i>en liasse</i> ;
EXHIBIT R-19	Copy of process letter sent to all Phase 2 Bidders.

Montréal, June 22, 2026

Davies Ward Phillips & Vineberg LLP

DAVIES WARD PHILLIPS & VINEBERG LLP

Attorneys for the Applicant, the Royal Bank of
Canada

Me Denis Ferland

Me William Rodier-Dumais

Me Simon Hamel-Genest

CANADA
PROVINCE OF QUÉBEC
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Proposed Monitor

NOTICE OF PRESENTATION
Commercial Practice Division
(Courtroom 16.06)

TO: *Service List*

TAKE NOTICE that the *Application for the Issuance of an Initial Order and an Amended and Restated Initial Order*, will be presented in person before the Superior Court of Québec (Commercial Division) on **June 23, 2026 at 9h15 in room 16.06** of the Montreal Courthouse or as soon as counsel may be heard.

Salle 16.06	<p><u>Rejoignez la réunion maintenant</u> Participez à l'appel par téléphone +1 581-319-2194,,810921460# Canada, Québec (833) 450-1741,,810921460# Canada (Gratuit) Trouvez un numéro local Numéro de conférence téléphonique : 810 921 460# Inviter quelqu'un à prendre part à une conversation sur un appareil en visioconférence Clé du locataire : teams@teams.justice.gouv.qc.ca Numéro de vidéo : 117 309 486 4</p>
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PLEASE GOVERN YOURSELF ACCORDINGLY.

MONTRÉAL, June 22, 2026

Davies Ward Phillips & Vineberg LLP

DAVIES WARD PHILLIPS & VINEBERG LLP

Attorneys for the Applicant, the Royal Bank of
Canada
Me Denis Ferland
Me William Rodier-Dumais
Me Simon Hamel-Genest

No. 500-
SUPERIOR COURT
(Commercial Division)
District of Montréal

ROYAL BANK OF CANADA

Applicant

and

**PREMIER HEALTH OF AMERICA INC. /
PREMIER SOIN D'AMÉRIQUE INC. *et al.***

Debtors

FTI CONSULTING CANADA INC.

Proposed Monitor

**APPLICATION FOR THE ISSUANCE OF AN
INITIAL ORDER AND AN AMENDED AND
RESTATED INITIAL ORDER AND
EXHIBITS R-1 TO R-21**

ORIGINAL

DAVIES

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